

Version-1.1 Date- 31 July 2025

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as this "Agreement") is made by and between:

VAROLYN HEALTHCARE PRIVATE LIMITED, a company duly registered under the Companies Act, 2013, having its registered office at Varolyn Prestige Atlanta, Koramangala, Bangalore, Company Incorporation Number: U86909KA2025PTC199316 (hereinafter referred to as the "Service Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, administrators, and assigns) of the ONE PART;

AND

The individual engaging the services under this agreement (hereinafter referred to as the "Client/Patient", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her successors in interest, administrators, and assigns) of the OTHER PART.

The Service Provider and the Client/Patient are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

I. The Service Provider is engaged in the business of providing healthcare services, including but not limited to home healthcare, clinical services, and other related activities ("Business").

II. The Client/Patient desires to avail the healthcare services provided by the Service Provider, subject to the terms and conditions set out in this Agreement.

III. The Parties wish to set forth the terms and conditions governing the provision of healthcare services and related amenities.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Service Provider and the Client/Patient hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

1.1. "Clinical Services" means any healthcare service rendered by the Service Provider's medical professionals including but not limited to nursing care, physiotherapy, rehabilitation, eldercare, medical supervision, maternal and neonatal care, and other related medical interventions.

1.2. "Confidential Information" includes but is not limited to:

I. Any information or material of a personal, medical, or health-related nature pertaining to the Client/Patient, which is obtained by the Service Provider in the course of providing services under this Agreement.

II. Any business or technical information relating to the Service Provider, including but not limited to operational procedures, pricing structures, employee details, and service methodologies.

1.3. "Critical Incident" means any unexpected occurrence involving death, serious physical or psychological injury, or risk thereof to the Client/Patient or Service Provider staff, as defined under Section 19(B) of the Patient Safety Act, 2020.

1.4. "Healthcare Fraud" means any deliberate deception practiced to secure unlawful or unfair gain related to healthcare services, including billing for services not provided, misrepresenting services, or soliciting patients directly, as defined under Section 51(B) of the Healthcare Fraud Prevention Act (HFPA), 2022.

1.5. "Medical Equipment" includes any apparatus, instrument, machine, appliance, implant, reagent for in vitro use, software, material or other similar or related article, intended by the manufacturer to be used for specific medical purposes including diagnosis, prevention, monitoring, treatment or alleviation of disease.

1.6. "Service Locations" means the Client/Patient's residence, clinics, or other premises as mutually agreed upon for the rendering of healthcare services.

1.7. "Staff" means any healthcare professional, support staff, or other personnel employed by or affiliated with the Service Provider who provides services to the Client/Patient under this Agreement, including but not limited to Nurses, Attendants, and other caregiving personnel.

1.8. "Attendant" means a non-clinical support personnel deployed by the Service Provider to assist the Client/Patient with daily living activities such as hygiene, mobility, nutrition, companionship, and basic physical support. Attendants are not authorized to administer medication or perform clinical procedures unless expressly trained, certified, and authorized in accordance with applicable laws and the Service Provider's internal protocols.

1.9. "Nurse" means a medically trained and licensed healthcare professional, including but not limited to Registered Nurses (RNs), General Nursing and Midwifery (GNM) certified professionals, or Auxiliary Nurse Midwives (ANMs), who are deployed by the Service Provider to provide clinical care to the Client/Patient. This includes, but is not limited to, the administration of medication, wound care, monitoring of vital signs, and other nursing duties performed in accordance with professional standards and applicable regulatory requirements.

1.10. "Clinical Consultant" means any Consultant engaged under this Agreement who is a licensed medical doctor (MBBS, MD, etc.), physiotherapist (BPT, MPT, etc.), or any other

recognized allied health professional involved in patient assessment, diagnosis, or therapy delivery, and who shall be bound by their respective professional licensing bodies and clinical practice standards.

2. INTERPRETATION

Unless the context otherwise requires:

- I. Words importing one gender include the other gender.
- II. Words importing the singular include the plural and vice versa.
- III. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment.
- IV. The section headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- V. Any reference to the Client/Patient shall, if appropriate, include his/her personal representatives or legally authorized caregivers.

3. SCOPE OF SERVICES

3.1. Services Provided

3.1.1. The Service Provider shall provide only those healthcare services expressly enumerated in this Agreement, including but not limited to: nursing care, medical assistance, physiotherapy, eldercare, baby care, ICU at home, lab test, and such other support services as are clinically indicated and mutually agreed in writing. No implied services shall be deemed included. Any additional services shall require a written addendum signed by both Parties.

3.1.2. The specific services, their frequency, duration, and fees shall be detailed in Appendix A to this Agreement, which forms an integral part of this Agreement.

3.1.3. All services shall be provided in accordance with the Clinical Establishments (Registration and Regulation) Act, 2010, the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002, and other applicable healthcare laws and regulations.

3.2. Exclusions

3.2.1. Any demand for services outside the agreed scope without such consent may be treated as a material breach and could lead to termination and appropriate legal remedies, including under Section 73 of the Indian Contract Act, 1872.

3.2.2. The Service Provider does not guarantee specific outcomes or results from the services provided, as healthcare outcomes depend on numerous factors including the Client/Patient's

medical condition, compliance with treatment plans, and biological factors beyond the Service Provider's control.

3.3. Medical Equipment

3.3.1. Where the Service Provider facilitates the sale or rental of medical equipment, it does so solely as an intermediary. All risk and liability obligations in respect of such equipment rest exclusively with the third-party supplier. The Service Provider shall not be liable for any defect, malfunction, or consequential loss arising from such equipment.

3.3.2. Any damage or loss to rented equipment shall be compensated by the Client/Patient in accordance with the third-party supplier's terms. Any willful damage or misappropriation of equipment shall be prosecuted under Section 316 (Criminal Breach of Trust) and Section 324 (Mischief) of the Bharatiya Nyaya Sanhita, 2023.

3.3.3. Warranty on Equipment Sold:

In the event that the Service Provider sells or supplies equipment to the Client, such equipment may carry a limited warranty as specified in the accompanying documentation. Where applicable, the warranty shall cover manufacturing defects and functional failures arising under normal and intended use, for a defined period from the date of delivery, unless otherwise specified in writing.

If any equipment covered by such warranty becomes defective during the warranty period, the Service Provider shall, at its sole discretion, repair or replace the defective item, or offer an equivalent remedy deemed appropriate. Any such warranty service shall be provided on an "as required" basis and does not entitle the Client to automatic reimbursement, compensation, or replacement unless the defect falls within the defined scope of coverage.

3.3.3. All medical equipment supplied shall comply with the Medical Devices Rules, 2017, and the Drugs and Cosmetics Act, 1940, as applicable.

3.4. Service Locations

3.4.1. Services shall be rendered at the Client/Patient's residence, clinic, or other mutually agreed premises. The Client/Patient is strictly obligated to ensure a safe, hazard-free, and secure environment for Service Provider personnel. Any breach of this obligation, resulting in injury, loss, or harm to Service Provider staff, shall render the Client/Patient strictly liable for full compensation, including consequential damages, as per Section 73 of the Indian Contract Act, 1872. Any act endangering staff safety may be prosecuted under Section 125 of the Bharatiya Nyaya Sanhita, 2023.

3.4.2. The Service Provider reserves the right to refuse to provide services in environments deemed unsafe, unsanitary, or otherwise unsuitable for the provision of healthcare services. Such determination shall be made by the Service Provider's personnel after conducting a proper inquiry and assessment by the Service Provider. This clause strictly shall adhere to Clause 4.

In such cases, the Service Provider shall not be held liable for non-performance, and the Client shall not be entitled to any refund, compensation, or extension of services, except where such refusal is conclusively proven to result from gross negligence directly and exclusively attributable to the Service Provider, as outlined under Clause 4.3.4 of this Agreement.

This Clause shall be read in strict accordance with the Refund Policy set forth in Clause 4, and particularly Clauses 4.3.1 through 4.3.3. The Parties agree that any denial of services under this Clause due to the Client's failure to provide a safe and suitable environment shall not entitle the Client or their representatives to any refund or waiver of fees, and the full contracted amount shall remain due and payable.

3.4.3. In the event services are provided at the Client/Patient's residence, the Client/Patient shall provide reasonable access to bathroom facilities, clean water, and other basic necessities required for the safe and effective provision of healthcare services.

3.5. Verification of Identity and Documentation

3.5.1. Prior to commencement of services, the Service Provider reserves the right to verify the identity of the Client/Patient and/or their authorized representative through valid government-issued identification (Aadhaar, PAN, Passport, or equivalent).

3.5.2. Failure to provide such documentation shall entitle the Service Provider to refuse or terminate services forthwith. Any attempt to impersonate or provide false documentation shall be reported to law enforcement under Section 318 (Cheating) and Section 336 (Forgery) of the Bharatiya Nyaya Sanhita, 2023.

3.5.3. The Client/Patient shall provide complete and accurate medical records, history, and other relevant information necessary for the provision of services. Failure to disclose relevant medical information may constitute a material breach of this Agreement and may result in termination of services.

4. PAYMENT AND BILLING

4.1. Payment Terms

4.1.1. Advance and Balance Payment

Upon execution of this Agreement, the Client/Patient shall remit an advance equivalent to 50% of the total monthly service fee as specified in Appendix B. This advance is a condition precedent to the commencement of services. The remaining 50% shall be paid within seven (7) calendar days from the official service start date. Non-payment within the stipulated period shall result in immediate suspension or termination of services, at the Service Provider's sole discretion.

4.1.2. Late Payment and Interest

Any overdue amount shall accrue interest at the rate of 18% per annum, calculated from the due date until the date of actual payment, in accordance with the Interest Act, 1978.

Persistent default in payment may result in the initiation of legal proceedings for recovery, and the Client/Patient shall be liable for all costs incurred in such recovery, including legal fees, as per the Code of Civil Procedure, 1908, and the Negotiable Instruments Act, 1881 (Section 138 for dishonored cheques).

4.1.3. Enforcement and Recovery

The Service Provider reserves the right to initiate proceedings under the Payment and Settlement Systems Act, 2007, and to report defaulters to credit information agencies. In the event of non-payment exceeding 30 days, the Service Provider may initiate proceedings before the Debt Recovery Tribunal (DRT) or invoke the provisions of the Insolvency and Bankruptcy Code, 2016, as applicable.

4.1.4. Additional Charges

Any services requested beyond those specified in Appendix A shall be charged separately at the prevailing rates of the Service Provider. Such additional services shall be documented and billed separately.

4.2. Invoice and Payment Records

4.2.1. All payments shall be acknowledged by a valid invoice issued by the Service Provider. Digital or physical receipts shall serve as conclusive proof of payment. Disputes regarding payments must be raised in writing within 7 days of receipt of invoice, failing which the invoice shall be deemed accepted.

4.2.2. The Client/Patient shall maintain copies of all payment receipts and invoices for a period of at least three (3) years from the date of service.

4.2.3. Electronic invoices and receipts shall be admissible as evidence of payment under Section 65B of the Indian Evidence Act, 1872.

4.3. Refund Policy

4.3.1. General Rule: Non-Refundability of Payments

All payments made by the Client/Patient or their authorized representative under this Agreement are strictly non-refundable, save and except as expressly and unequivocally provided herein. This Refund Policy constitutes an integral and binding component of the Service Agreement and shall be deemed accepted and enforceable upon execution of the Agreement and/or upon receipt of any advance or initial payment, whichever is earlier. The Parties expressly acknowledge and agree that the non-refundable nature of payments is a material term and

condition of this Agreement, and any deviation therefrom shall be void unless expressly recorded in writing and duly executed by authorized signatories of both Parties.

4.3.2. No Refund for Voluntary Discontinuation or Natural Demise

In the event that the Client/Patient, for any reason whatsoever, voluntarily discontinues, withdraws from, or refuses to continue with the Services, or in the unfortunate event of the Client/Patient's natural death or demise due to illness or any other cause, no refund whether full, partial, or pro-rata shall be entertained, processed, or payable under any circumstances. The Parties expressly agree that refund obligations, if any, shall arise solely from proven non-performance or material breach by the Service Provider, and not from any act of voluntary withdrawal, discontinuation, or force majeure event affecting the Client/Patient.

4.3.3. No Refund for Partially Availed Packages

Where Services are rendered under a monthly, bundled, or package arrangement, any discontinuation, refusal, or inability to continue partway through the Service period regardless of the reason shall not entitle the Client/Patient or their legal heirs, representatives, or assigns to any refund, whether on a pro-rata, partial, or any other basis. The entire package fee, as agreed and invoiced, shall remain due, payable, and recoverable as a debt, and no claim for refund or set-off shall be entertained.

4.3.4. Refunds in Case of Service Deficiency

Notwithstanding the foregoing, in the event of proven and substantiated deficiency in Service delivery, arising solely from gross negligence directly and exclusively attributable to the Service Provider, the matter shall be subject to a formal internal review process. Upon conclusive validation of such deficiency, the Service Provider may, at its sole and absolute discretion, offer a compensatory adjustment or refund strictly proportionate to the extent of the deficiency, in accordance with the provisions of the Consumer Protection Act, 2019. The decision of the Service Provider in this regard shall be final, binding, and conclusive, and shall not be subject to challenge except as provided under applicable law.

4.3.5. Penalties for Non-Payment

Failure by the Client/Patient or their authorized representative to make timely payments as stipulated under this Agreement shall constitute a material breach, entitling the Service Provider to forthwith suspend or terminate the provision of Services without prejudice to its right to recover all outstanding dues.

The Service Provider expressly reserves the right to initiate appropriate legal proceedings for recovery of dues, including but not limited to, instituting a civil suit under the Code of Civil Procedure, 1908, and reporting such default to credit information agencies. Persistent or willful default may further result in the initiation of criminal proceedings under Section 318 (Cheating) and Section 316 (Criminal Breach of Trust) of the Bharatiya Nyaya Sanhita, 2023, as applicable.

4.3.6. Other Terms and Conditions

No verbal commitment, assurance, representation, or promise made by any employee, agent, or representative of the Service Provider shall have any legal force or effect, nor shall it override, modify, or supersede the express terms and conditions set forth in this Refund Policy or the Service Agreement.

5. COMMUNICATION AND COOPERATION

5.1. Medical Information

5.1.1. The Client/Patient or their representative must provide accurate and complete information about the Client/Patient's medical condition, history, ongoing treatments, and necessary clinical documents. Any misrepresentation or withholding of critical information shall be deemed a material breach and may result in immediate suspension or termination of services, and may attract prosecution under Section 318 (Cheating) of the Bharatiya Nyaya Sanhita, 2023.

5.1.2. The Client/Patient shall disclose all allergies, adverse reactions to medications, and other relevant health information prior to the commencement of services. Failure to do so may result in adverse health outcomes for which the Service Provider shall not be liable.

5.2. Open Communication

5.2.1. Open and transparent communication between the Client/Patient, family members, or guardians and Service Provider staff is essential for optimal outcomes. The Client/Patient agrees to promptly communicate any concerns, issues, or questions regarding the services provided.

5.2.2. The Service Provider shall designate a primary contact person for the Client/Patient to facilitate efficient communication. Changes in the designated contact person shall be promptly communicated to the Client/Patient.

5.2.3. The Service Provider shall provide regular progress updates to the Client/Patient or their authorized representative, where reasonably required and applicable, excluding routine or standard checkups. Such updates shall be part of the standard service offering in cases involving ongoing treatment, recovery monitoring, or upon material change in the Client/Patient's condition. This obligation shall be subject to operational feasibility and shall not override any professional or confidentiality obligations of the Service Provider.

5.3. Consequences of Misrepresentation, Withholding of Information, or Non-Cooperation

5.3.1. Any act of misrepresentation, withholding of critical medical information, or lack of cooperation by the Client/Patient and/or their legal representatives shall constitute a material breach of this agreement and may result in the immediate suspension or termination of all services provided by the Service Provider. In such cases, the Service Provider reserves the unequivocal right to initiate civil and/or criminal proceedings, and to seek full financial

compensation for any harm, loss, or damages whether direct, indirect, or consequential incurred by the Service Provider, its personnel, or any third parties. This includes, but is not limited to, all medical costs, legal fees, reputational damages, and any other losses arising from such acts.

5.3.2. In addition to the above, the following legal and penal provisions shall apply:

I. Criminal Liability: Any act of misrepresentation, fraud, or withholding of material information may attract prosecution under the Bharatiya Nyaya Sanhita, 2023, including but not limited to Sections 318 (Cheating), 318(4) (Cheating and dishonestly inducing delivery of property), 336(3) (Forgery for the purpose of cheating), 106 (Causing death by negligence), 125(a) and 125(b) (Causing hurt or grievous hurt by endangering life or personal safety), and 276 (Adulteration of drugs), which may result in imprisonment, fines, or both, as prescribed by law.

II. Data Protection and Financial Penalties: Any breach, misrepresentation, or unauthorized disclosure of medical or personal data shall be subject to the provisions of the Digital Personal Data Protection Act, 2023.

III. Professional and Regulatory Action: The Service Provider shall report any such conduct to the relevant medical regulatory authorities, including the Medical Council of India or State Medical Councils, in accordance with the Indian Medical Council (Professional Conduct, Etiquette, and Ethics) Regulations, 2002. Disciplinary actions may include censure, suspension, or permanent removal from the medical register, in addition to any other penalties deemed appropriate by the regulatory body.

IV. Other Applicable Laws: The Client/Patient and/or their legal representatives shall also be liable under any other applicable laws, including but not limited to the Drugs and Cosmetics Act, 1940, and the Information Technology Act, 2000, for any acts of misrepresentation, fraud, or endangerment.

5.3.3. The Client/Patient and/or their legal representatives expressly acknowledge and agree to be fully liable for all direct and consequential damages, including but not limited to medical costs, legal fees, reputational harm, and any other losses incurred by the Service Provider or third parties as a result of any breach of this clause. The Service Provider's rights and remedies under this clause are cumulative and in addition to any other rights or remedies available under law or equity.

6. Medicinal Responsibility and Disclaimer Clause

6.1. Prescription-Based Administration

Varolyn Healthcare's nursing personnel shall administer medications strictly in accordance with a valid, written prescription issued by the patient's treating Registered Medical Practitioner (RMP) as defined under the Indian Medical Council Act, 1956 and applicable regulations. Under no circumstances shall our nursing staff initiate, prescribe, alter, or suggest any medication regimen. This limitation aligns with the Indian Nursing Council Act, 1947, which restricts nursing professionals to the execution of orders given by qualified physicians.

6.2. Verbal or Oral Instructions

Where medications are administered based solely on oral or verbal instructions from the treating doctor, patient's family member, or attendant and in the absence of a written, signed prescription such administration shall be deemed to occur at the sole discretion and risk of the patient or their authorized representative.

Varolyn Healthcare and its staff shall bear no responsibility for:

- 6.2.1. Adverse drug reactions,
- 6.2.2. Contraindications or drug interactions,
- 6.2.3. Dosage errors,
- 6.2.4. Allergic responses or any resulting complications.

This clause is consistent with the Telemedicine Practice Guidelines, 2020, which emphasize documentation and accountability in remote prescription practices.

6.3. Scope of Service

Varolyn Healthcare is a registered home healthcare service provider under the scope permitted by the Clinical Establishments (Registration and Regulation) Act, 2010, as applicable. Our staff comprises trained nursing and caregiving staffs who operate strictly within their legally defined scope of practice.

All medical decision-making authority rests solely with the patient's chosen RMP. This delineation is supported by the Code of Ethics for Nurses in India and the regulatory scope defined by the Indian Nursing Council (INC).

6.4. Limitation of Liability

Varolyn Healthcare, including its management, staff, contractors, employees, or representatives, shall not be held liable for:

- 6.4.1. Any harm resulting from medication errors arising out of non-prescription-based administration,
- 6.4.2. Decisions taken outside our service scope,
- 6.4.3. Errors resulting from patient or third-party direction.

6.5. Legal Framework and Compliance

This policy is constructed in adherence to the following Indian legal instruments:

6.5.1. The Drugs and Cosmetics Act, 1940, specifically concerning lawful handling and administration of prescription medications;

6.5.2. The Indian Nursing Council Act, 1947, which governs the responsibilities and limitations of nursing staff;

6.5.3. The Clinical Establishments (Registration and Regulation) Act, 2010, regulating standards of home healthcare services;

6.5.4. The Indian Medical Council Act, 1956, defining the role of RMPs;

6.5.5. The Telemedicine Practice Guidelines, 2020, which regulate verbal/remote consultations and mandates written documentation;

6.6. Emergency Situations

In circumstances where immediate intervention is necessary to prevent imminent harm or preserve life, our nursing staff may act in good faith, within the bounds of professional ethics and training. However, such actions shall still be considered under the principle of "best effort in emergency", and shall not constitute an acceptance of extended liability beyond our defined scope.

6.7. Acknowledgement and Acceptance

By availing services from Varolyn Healthcare, the patient or their legally authorized guardian:

Affirms understanding of this clause;

6.7.1. Acknowledges that all medication administration shall occur only as per valid, written prescriptions;

6.7.2. Accepts full responsibility for any deviation from such instructions;

6.7.3. Indemnifies Varolyn Healthcare from liability resulting from instructions provided by unauthorized parties or undocumented verbal orders.

7. SAFETY AND SECURITY OF SERVICE PROVIDER STAFF

7.1. Safe Environment

7.1.1. The Client/Patient shall ensure that the Service Provider's staff, including nurses, caregivers, physiotherapists, or any other assigned personnel, are provided with a safe, secure, respectful, and hazard-free working environment during the course of home healthcare services. Any act or omission that endangers the safety or personal security of the staff shall attract penal consequences under Sections 125, 125(a), and 125(b) of the Bharatiya Nyaya Sanhita, 2023 (Acts endangering life or personal safety of others).

7.1.2. The premises must be maintained in a hygienic, adequately lit, and reasonably sanitary condition. Any situation involving physical risk, emotional abuse, harassment, or unsafe work conditions shall entitle the Service Provider to suspend or withdraw services with immediate effect.

7.1.3. The Client/Patient shall ensure that all pets or animals within the premises are securely restrained and do not pose a threat to Service Provider staff.

7.2. Conduct of Patient Attendants and Others Present

7.2.1. Respectful Conduct:

Patient attendants, family members, or any other individuals present at the service location must treat the Service Provider's staff with courtesy, dignity, and respect. Verbal abuse, physical assault, intimidation, sexual harassment, discriminatory remarks, or hostile conduct shall constitute a material breach of this Agreement and may lead to immediate suspension or termination of services.

7.2.2. Recording and Privacy:

Audio, video, or photographic recording of staff without their explicit prior consent is strictly prohibited. The privacy and dignity of staff must be maintained during service delivery. Any violation shall be considered misconduct and may lead to legal proceedings.

7.2.3. Scope of Duties:

Service Provider staff shall not be compelled or requested to perform tasks outside their assigned duties and care plan. This includes but is not limited to: household chores, personal errands, or unauthorized favors. Any additional service requirements must be communicated through and approved by the Service Provider.

7.3. Reporting and Legal Action

7.3.1. Any incident of misconduct, harassment, or threat to staff safety shall be reported to the Service Provider's internal grievance team for inquiry and action. Pending investigation, services may be suspended.

7.3.2. In cases of serious misconduct or criminal behavior, the Service Provider reserves the right to pursue appropriate criminal and civil action, including under the following laws as applicable:

7.3.2.1. Bharatiya Nyaya Sanhita, 2023, including Sections 74 (Voluntarily causing hurt), 77 (Criminal intimidation), 79 (Outraging modesty), and other relevant provisions;

7.3.2.2. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, where applicable;

7.3.2.3. Labour safety and welfare laws, including the Occupational Safety, Health and Working Conditions Code, 2020;

7.3.2.4. Information Technology Act, 2000, in case of unauthorized recordings or data misuse.

7.3.3. The Service Provider shall maintain a zero-tolerance policy for abuse, and the continuation of services is subject to adherence to the above safety and conduct standards.

7.4. Incident Reporting

7.4.1. Any incidents or concerns regarding safety must be reported to the Service Provider immediately. Failure to report or concealment of incidents may result in termination of services and legal action under Section 239 of the Bharatiya Nyaya Sanhita, 2023 (Intentional omission to give information of offence).

7.4.2. In case of any incident resulting in injury to Service Provider staff, the Client/Patient shall bear all medical expenses, compensation, and other costs as determined by applicable law, including the Employee's Compensation Act, 1923.

7.5. Staff Welfare:

7.5.1. The Client/Patient shall provide appropriate food and, where applicable, suitable accommodation to dedicated nurses or caregivers assigned by the Service Provider, particularly in live-in or extended-shift arrangements. This includes ensuring a clean, secure, and private resting area to support the caregiver's health and well-being. These obligations are in alignment with general principles of labor welfare and occupational safety, as recognized under the Contract Labour (Regulation and Abolition) Act, 1970, and relevant State Shops and Establishments Acts.

7.5.2. The Client/Patient shall respect the right of Service Provider staff to reasonable breaks and rest intervals during their shifts, in accordance with applicable labor laws, including but not limited to the Minimum Wages Act, 1948, and the Occupational Safety, Health and Working Conditions Code, 2020 (where applicable). Under no circumstances shall the Client/Patient require continuous, uninterrupted service from staff without allowing for adequate rest as per industry norms and Service Provider policy.

7.5.3. The Client/Patient shall at all times respect the dignity, autonomy, and professional status of the Service Provider's staff and shall not engage in, encourage, or permit any behavior that is demeaning, abusive, harassing, or discriminatory on any ground, including but not limited to gender, caste, religion, ethnicity, language, or socio-economic status. Such behavior constitutes a breach of this Agreement and may amount to a violation of Articles 14, 15, and 21 of the Constitution of India and, where applicable, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

7.5.4. Any violation of the staff welfare obligations outlined in this Clause may result in the immediate suspension or termination of Services by the Service Provider, without refund, and

may further be reported to appropriate legal, labor, or regulatory authorities at the Service Provider's discretion.

7.6. Prohibition of Abuse and Harassment

7.6.1. Any form of physical, verbal, or psychological abuse, harassment, or threat towards Service Provider staff shall result in immediate termination of services, forfeiture of all payments, and initiation of criminal proceedings under Sections 115(2) (Voluntarily causing hurt), 351(2),(3),(4)(Criminal intimidation), and 79 (Word, gesture or act intended to insult the modesty of a woman) of the Bharatiya Nyaya Sanhita, 2023, and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

7.6.2. Sexual harassment of any kind shall be strictly prohibited and shall be grounds for immediate termination of services and criminal prosecution under applicable laws. This includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

8. CONFIDENTIALITY AND DATA PRIVACY

8.1. Confidentiality

8.1.1. All patient records and personal information will be treated with the utmost confidentiality, in accordance with the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, and the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002.

8.1.2. Any breach of confidentiality shall constitute a material breach of this Agreement and may result in legal action under applicable data protection and privacy laws.

8.2. Non-Disclosure

8.2.1. The Client/Patient shall not disclose any personal or confidential information about Service Provider staff or other patients encountered during the provision of services. Any breach of this confidentiality obligation may result in immediate termination of services and could lead to legal action, including claims for damages under applicable privacy and data protection laws.

8.2.2. The Service Provider staff shall not disclose any confidential information about the Client/Patient to unauthorized third parties, except as required by law or with the express consent of the Client/Patient.

8.2.3. Breach of confidentiality by either party may result in legal action for damages under the Digital Personal Data Protection Act, 2023, and the Information Technology Act, 2000.

8.3. Data Handling

8.3.1. The Client/Patient's data will be collected, stored, and used in compliance with applicable data protection laws. Separate, explicit consent will be obtained from the Client/Patient (or their legal guardian) for the use of their personal and medical data for internal purposes, such as records management, analytics, or legal compliance. The Client/Patient has the right to withdraw their consent for internal data use at any time, and the process for withdrawal will be as simple and accessible as the process for giving consent. Withdrawal of consent will not affect the lawfulness of data processing carried out prior to such withdrawal.

8.3.2. The Client/Patient shall have the right to access their medical records upon request, subject to reasonable administrative procedures established by the Service Provider.

8.4. Consent for Data Use

8.4.1. The Client/Patient's personal data, photographs, videos, or testimonials will only be used for marketing or promotional purposes with their separate, explicit, and informed consent. The Client/Patient has the right to withdraw their consent for marketing use at any time. No identifiable information will be used for marketing without the Client/Patient's express permission, and withdrawal of consent will not affect any use that occurred prior to withdrawal.

8.4.2. The Client/Patient may request deletion of their personal data in accordance with applicable data protection laws, subject to statutory record retention requirements for medical records.

8.5. Marketing Use

8.5.1. The Client/Patient's personal data, photographs, videos, or testimonials will only be used for marketing or promotional purposes with their separate, explicit, and informed written consent. The Client/Patient has the right to withdraw their consent for marketing use at any time, and the process for withdrawal will be as straightforward as the process for giving consent.

8.5.2. No identifiable information will be used for marketing without the Client/Patient's express permission, and withdrawal of consent will not affect any use that occurred prior to withdrawal. The Client/Patient's data shall be used in accordance with the Information Technology Act, 2000, and Medical Ethics Guidelines by the MCI/NMC.

8.5.3. The Service Provider shall implement appropriate safeguards to ensure that any marketing materials respect the dignity and privacy of the Client/Patient and do not contain misleading or exaggerated claims regarding healthcare services.

9. CONSENT AND EMERGENCY AUTHORIZATION

9.1. Informed Consent

9.1.1. The Client/Patient consents to the use of telehealth and AI-assisted services, understanding the limitations of such technologies. All medical procedures and interventions

shall be performed only after obtaining the Client/Patient's informed consent, in accordance with Section 26 of the Bharatiya Nyaya Sanhita, 2023, and the Mental Healthcare Act, 2017.

9.1.2. Informed consent shall be obtained for all invasive procedures, medication administration, and other significant clinical interventions. The Service Provider shall ensure that the Client/Patient or their authorized representative fully understands the risks, benefits, and alternatives of each procedure or treatment.

9.2. Emergency Contacts

9.2.1. The Client/Patient must appoint an emergency contact and define their authority in emergencies. Failure to do so may result in delays in emergency response, for which the Service Provider shall not be liable. This contact must be individuals who can make decisions regarding the Client/Patient's care in case of emergency.

9.2.2. Any changes to emergency contact information must be promptly communicated to the Service Provider in writing.

9.3. Emergency Protocols

9.3.1. In case of emergencies, the Service Provider's clinical team may intervene for the Client/Patient's welfare. The Service Provider's liability is strictly limited to the scope of services agreed herein.

9.3.2. The Client/Patient hereby authorizes the Service Provider to take necessary emergency actions to protect the Client/Patient's life and health, including obtaining emergency medical assistance and sharing medical information with emergency healthcare providers.(only by authorized people/ doctors and also limited to conditions and further cases client has to take the charge)

This authorization is restricted to designated medical professionals or expressly authorized supervisory personnel acting on behalf of the Service Provider. No other staff member shall be permitted to exercise this authority without prior written designation or approval.

The Client/Patient expressly acknowledges that such authorization is temporary in nature and shall remain in effect only until the Client/Patient's condition is stabilized or until qualified external medical personnel assume responsibility. Thereafter, all further medical decisions, consents, and responsibilities shall rest solely with the Client/Patient or their lawful guardian, representative, or next of kin.

The Service Provider shall not be held liable for any medical outcomes, interventions, or decisions made by third-party emergency responders or healthcare institutions following such emergency escalation, provided that the Service Provider acted in good faith and within the scope of this limited authorization.

10. LIABILITY, INDEMNITY AND LIMITATION

10.1. Limited Liability

10.1.1. The Service Provider and its staff are not liable for unforeseen complications or significant clinical deterioration of the Client/Patient's condition, including death, except where such outcomes are directly attributable to gross negligence or willful misconduct on the part of the Service Provider or its staff.

10.1.2. The Service Provider shall not be held liable for any acts, omissions, errors, or negligence committed by third-party personnel, including independently contracted nurses or agents, engaged by the Client or otherwise. Liability for such conduct shall rest solely with the respective third party.

Further, any assistance provided by the Service Provider's staff in administering medication shall be on a good-faith, supportive basis and shall not amount to a binding obligation to ensure adherence or outcomes. The Client shall bear sole responsibility for disclosing, in writing, any known allergies, medical conditions, or aversions to specific medications, foods, or substances to both the assigned staff and the Service Provider, as applicable. Failure to provide such information shall absolve the Service Provider and its personnel from liability arising from adverse reactions or related complications.

10.1.3. The Service Provider's maximum liability under this Agreement shall not exceed the total amount paid by the Client/Patient for services during the three (3) months preceding the event giving rise to the claim, except in cases of gross negligence, willful misconduct, or as otherwise mandated by applicable law.

10.2. Indemnity

10.2.1. The Client/Patient agrees to indemnify and hold harmless the Service Provider and its staff from any claims, damages, or liabilities arising from the Client/Patient's negligence, misconduct, or failure to comply with the terms of this agreement.

10.2.2. This indemnification includes, but is not limited to, claims arising from the Client/Patient's failure to disclose relevant medical information, allergies, refusal to follow medical advice or recommendations, or actions that create unsafe conditions for Service Provider staff.

10.2.3. The Client/Patient shall be responsible for any damages to the Service Provider's equipment or property caused by the Client/Patient's negligence, misuse, or willful misconduct.

10.3. Force Majeure

10.3.1. The Service Provider is not liable for delays or failures in service due to events beyond reasonable control (force majeure), including but not limited to natural disasters, pandemics, strikes, or government actions.

10.3.2. In the event of a force majeure occurrence, the Service Provider shall make reasonable efforts to maintain essential services and shall promptly notify the Client/Patient of any service disruptions or modifications necessitated by the force majeure event.

10.3.3. Either party may terminate this Agreement if a force majeure event continues for more than thirty (30) days, subject to payment for services already rendered.

10.4. Insurance:

The Client/Patient is solely responsible for securing any health, property, or other insurance coverage deemed necessary to protect their interests. The Service Provider assumes no responsibility for advising on, procuring, or verifying such insurance.

This clause is for informational purposes only and does not impose any legal duty or alter any other terms of this Agreement. The existence or absence of insurance coverage shall not expand, reduce, or otherwise affect the rights or obligations of either party under this Agreement.

11. STAFF CONTACT, RECRUITMENT, AND ANTI-POACHING

11.1. Restrictions on Contact

11.1.1. The Client/Patient is strictly prohibited from directly contacting, soliciting, or hiring Service Provider staff outside the scope of this agreement. Any attempt to do so shall attract a penalty of INR 5,00,000 (Rupees Five Lakhs only) per incident, in addition to damages and legal costs as determined under Section 73 and 74 of the Indian Contract Act, 1872.

11.1.2. All communication regarding services, schedules, or staff matters must be directed through the Service Provider's official channels. The Client/Patient shall not request personal contact information from Service Provider staff.

11.1.3. Any attempt by the Client/Patient to establish a direct professional relationship with Service Provider staff shall constitute a material breach of this Agreement.

11.2. Penalties for Poaching

11.2.1. Unauthorized engagement of staff will result in immediate termination of services, forfeiture of all payments, and initiation of civil and criminal proceedings for breach of contract and inducement to breach under Section 73 of the Indian Contract Act, 1872.

11.2.2. In addition to monetary penalties, the Service Provider may seek injunctive relief to prevent the Client/Patient from employing or otherwise engaging Service Provider staff, pursuant to Section 37 of the Specific Relief Act, 1963.

11.2.3. The anti-poaching provisions of this Agreement shall survive termination and shall remain in effect for a period of two (2) years following the conclusion of services.

12. REPLACEMENT OF PERSONNEL

12.1. The Service Provider may, at its sole discretion, replace personnel as necessary to ensure continued and reliable healthcare services. The Client/Patient shall not object to such replacement unless there is a valid, documented reason.

12.2. If the Client/Patient has legitimate concerns about a particular staff member, they may request a replacement by submitting a formal written complaint detailing the specific issues. The Service Provider shall investigate such complaints and take appropriate action, which may include staff reassignment, additional training, or disciplinary measures.

12.3. Any replacement of personnel shall be conducted in a manner that minimizes disruption to the Client/Patient's care. The Service Provider shall ensure that replacement staff are properly briefed on the Client/Patient's condition, care plan, and specific needs.

12.4. In case of repeated unreasonable objections to assigned personnel without valid grounds, the Service Provider reserves the right to terminate services upon providing fifteen (15) days written notice.

12.5 Cultural Sensitivity and Deployment Acknowledgment

12.5.1. The Client and any individuals present at the service location are expected to maintain a culturally sensitive, inclusive, and respectful environment that supports the emotional and professional well-being of the Service Provider's staff. Any conduct that creates a hostile, discriminatory, or culturally inappropriate atmosphere shall be deemed a breach of this Agreement and may result in suspension or termination of services.

This obligation is consistent with the fundamental rights and duties enshrined under Articles 14, 15, and 21 of the Constitution of India, as well as applicable statutes including but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Rights of Persons with Disabilities Act, 2016. The Service Provider reserves the right to report egregious violations to relevant legal or regulatory authorities where applicable.

12.5.2. The selection and deployment of staff are carried out following a prior verbal or written interaction between the Client and the Service Provider, during which the Client has the opportunity to express specific preferences, requirements, or concerns. This process ensures procedural fairness and transparency in accordance with the principles of contractual autonomy under the Indian Contract Act, 1872. Accordingly, no objections or disputes regarding staff deployment shall be entertained by the Service Provider after such deployment, except where the Client can demonstrate proven misconduct, breach of contractual duty, or violation of applicable laws.

13. AMENDMENTS AND UPDATES

13.1. Right to Amend

13.1.1. The Service Provider retains the exclusive right to revise, update, or otherwise modify these terms and conditions at its discretion. Any such modifications shall become effective in accordance with the notice provisions outlined below (Clause 13.2.1).

13.1.2. Amendments may be necessitated by changes in applicable laws, regulations, medical standards of care, or the Service Provider's operational requirements.

13.1.3. Material changes to the scope of services or fee structure shall require mutual written agreement of both parties.

13.2. Notice of Amendments

13.2.1. All amendments to this agreement will be communicated to the Client/Patient either by email or by registered post, with a minimum notice period of seven (7) days prior to the effective date of such changes. The Client/Patient's continued use of the Service Provider's services following the issuance of such notice will be deemed as acceptance of the revised terms.

13.2.2. If the Client/Patient objects to any material amendment, they may terminate this Agreement by providing written notice within seven (7) days of receiving notice of the amendment, subject to payment for services already rendered.

13.2.3. Failure to object to an amendment within the specified period shall constitute acceptance of the amendment.

14. TERMINATION

14.1. Termination by the Service Provider

14.1.1. The Service Provider reserves the right to terminate services for breaches of terms and conditions, non-payment, misconduct, or any other reasons deemed appropriate. In such cases, all outstanding dues shall become immediately payable, and the Service Provider reserves the right to initiate legal proceedings for recovery and damages under Section 73 and 74 of the Indian Contract Act, 1872.

14.1.2. The Service Provider may terminate this Agreement without cause by providing thirty (30) days written notice to the Client/Patient.

14.1.3. In case of emergency situations that endanger Service Provider staff, services may be terminated immediately without notice.

14.2. Termination by Client/Patient

14.2.1. The Client/Patient may terminate the agreement with prior written notice of at least fifteen (15) days, subject to the full payment of any outstanding dues and adherence to applicable cancellation policies. Failure to comply with these obligations may result in legal

action for breach of contract, including recovery of dues, applicable penalties, and any consequential losses suffered by the Service Provider.

14.2.2. Early termination by the Client/Patient shall not entitle them to any refund of advance payments made, except in cases of material breach by the Service Provider.

14.2.3. The Client/Patient shall settle all outstanding dues within seven (7) days of termination notice, failing which interest shall accrue as specified in Clause 4.1.2.

14.3. Effect of Termination

14.3.1. Upon termination, the Service Provider shall transfer all relevant medical records to the Client/Patient or their designated healthcare provider, in accordance with the Medical Records Act, 2022, and applicable regulations.

14.3.2. The Client/Patient shall return any equipment, supplies, or other items provided by the Service Provider within seven (7) days of termination.

14.3.3. Termination shall not affect any rights or obligations that have accrued prior to the effective date of termination.

15. DIGITAL CONSENT AND SIGNATURE

15.1. Digital Execution

15.1.1. This agreement may be executed digitally. Digital signatures and consents are legally binding under the Information Technology Act, 2000, and the Indian Evidence Act, 1872.

15.1.2. Electronic records of this Agreement, including amendments and notices, shall be admissible as evidence in any legal proceeding.

15.1.3. The Parties agree that email communications, digital consent forms, and other electronic records related to this Agreement shall be considered valid written communications for all purposes.

15.2. Authentication and Verification

15.2.1. The Service Provider shall implement appropriate technical measures to ensure the authenticity and integrity of digital signatures and electronic consents.

15.2.2. The Client/Patient shall take reasonable measures to protect their digital identity and prevent unauthorized access to their electronic accounts.

15.2.3. Any dispute regarding the authenticity of a digital signature shall be resolved in accordance with the provisions of the Information Technology Act, 2000, and relevant judicial precedents.

16. Post-Tenure Engagement by Client Clause

Notwithstanding the completion or termination of this Agreement, if the Client continues to avail services from the Service Provider, in any capacity, whether on-site or remotely, the terms and conditions of this Agreement shall remain valid and binding upon the Client for a period of three (3) years from the date of such continued engagement, unless a new agreement is expressly executed between the parties.

This clause shall apply even in the absence of a written extension or renewal, and any such continued availing of services shall be deemed as an implied acceptance of the existing terms by the Client.

17. DISPUTE RESOLUTION

17.1. Arbitration and Mediation

17.1.1. Any disputes, controversies, or claims arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be resolved through mediation or arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore, India, and the language of arbitration shall be English for the time being. The decision of the arbitrator(s) shall be final and binding on both Parties.

17.1.2. Prior to commencing arbitration, the Parties shall attempt to resolve their dispute through good-faith negotiation and, if necessary, mediation by a mutually agreed neutral third party.

17.1.3. The arbitration panel shall consist of a sole arbitrator appointed by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator within thirty (30) days of the request for arbitration, the arbitrator shall be appointed in accordance with the rules of the Arbitration and Conciliation Act, 1996.

17.2. Costs of Dispute Resolution

17.2.1. The costs of mediation and arbitration shall be shared equally by the Parties, unless the arbitrator determines otherwise.

17.2.2. Each Party shall bear its own legal fees and expenses incurred in connection with the dispute resolution process.

17.2.3. The arbitrator may award costs to the prevailing Party as part of the arbitration award.

17.3. Continued Performance

17.3.1. Pending resolution of any dispute, both Parties shall continue to perform their obligations under this Agreement to the extent practicable, unless the nature of the dispute prevents such continued performance.

17.3.2. The Service Provider shall continue to provide essential healthcare services during the dispute resolution process, provided that the Client/Patient continues to make timely payments for such services.

17.3.3. Any amounts determined to be due to either Party as a result of the dispute resolution process shall be paid within thirty (30) days of the final determination.

18. GOVERNING LAW

18.1. This Agreement shall be governed by and construed in accordance with the laws of India, including but not limited to the Indian Contract Act, 1872, Bharatiya Nyaya Sanhita, 2023, Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, Consumer Protection Act, 2019, and all other applicable statutes and regulations.

18.2. The invalidation of any provision of this Agreement by a court of competent jurisdiction shall not affect the validity of the remaining provisions, which shall continue in full force and effect.

19. MISCELLANEOUS

19.1. Entire Agreement

19.1.1. This Agreement, together with its appendices and any written amendments, constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior communications, negotiations, and agreements, whether oral or written.

19.1.2. Any representations, promises, or agreements not expressly contained in this Agreement shall not be binding on either Party.

19.1.3. In case of conflict between the main body of this Agreement and its appendices, the main body shall prevail.

19.2. Severability

19.2.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

19.2.2. The Parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, business, and other purposes of the invalid provision.

19.2.3. The principle of severability shall apply to each provision and sub-provision of this Agreement.

19.3. Waiver

19.3.1. No waiver of any term or condition of this Agreement shall be valid unless expressly confirmed through a secure and traceable electronic method by the Party against whom the waiver is sought to be enforced.

19.3.2. The failure of either Party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

19.3.3. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

19.4. Force Majeure

19.4.1. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by events beyond the reasonable control of the Party, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, civil disorder, or government regulations restricting normal operations.

19.4.2. The Party affected by such force majeure event shall promptly notify the other Party and shall take all reasonable steps to minimize the effects of such force majeure event.

19.4.3. If a force majeure event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement with written notice to the other Party, without liability.

19.5. Assignment

19.5.1. The Client/Patient shall not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the Service Provider.

19.5.2. The Service Provider may assign this Agreement to an affiliate, successor, or purchaser of its business or assets upon written notice to the Client/Patient.

19.5.3. Any attempted assignment in violation of this provision shall be null and void.

19.6. Survival

19.6.1. Clauses that by their nature should survive termination or expiration of this Agreement shall survive, including but not limited to provisions relating to confidentiality, data privacy, liability and indemnity, dispute resolution, and governing law.

19.6.3. Any financial obligations accrued prior to termination shall survive termination of this Agreement.

19.7. Counterparts

19.7.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.7.2. Digital or electronic signatures shall be deemed original signatures for all purposes.

19.7.3. Execution in counterparts shall not affect the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the date of booking or availing of the service.

Appendix A - SCOPE OF SERVICES

Appendix B - PAYMENT TERMS AND FEE STRUCTURE

This agreement is governed by the laws of India. For any queries or clarifications, please contact Varolyn Healthcare's customer support.

By signing or digitally accepting this agreement, you confirm your acceptance of all the above terms and conditions.

